

ALAMODOME LICENSE AGREEMENT

UTSA INTERCOLLEGIATE FOOTBALL GAMES

THIS AGREEMENT, dated this ____ day of _____, 2010 ("Effective Date"), by and between City of San Antonio, Texas, a municipal corporation of the State of Texas, acting by and through its Assistant Director of Convention, Sports, and Entertainment Facilities, or his/her designee, hereinafter called "CITY" and The University of Texas at San Antonio (UTSA), hereinafter called "LICENSEE", an agency and institution of higher education of the State of Texas, is established to set forth the agreements, covenants and provisions set forth herein.

WITNESSETH:

Recitals

WHEREAS, the CITY is the owner and operator of the Alamodome Stadium in San Antonio, Texas, and,

WHEREAS, LICENSEE and CITY desire to enter into an agreement specifying the terms and conditions under which LICENSEE will use the Alamodome for presentation of the UTSA Intercollegiate Football Games and completion of all related activities during the term of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

ARTICLE ONE

Definitions

All words in this Agreement bearing initial capitals, other than proper nouns, section headings, or words required to be capitalized for proper usage, are defined terms and shall have the meanings specifically assigned to them in this article.

As used in this Agreement, the following terms and words are hereby defined as follows:

1.1 Agreement means this Alamodome license agreement for UTSA intercollegiate football games and related activities.

1.2 Alamodome means the multi-purpose domed stadium, located in San Antonio, Texas, providing approximately 160,000 square feet of gross floor space,

seating for approximately 65,000 people, and the northeast, southeast and south parking lots, operated by the CITY and situated at 100 Montana Street. Areas reserved to others are excluded; specifically the Alamodome Executive Suites, certain Club Seats, Administration Offices, and such other areas as are reserved by third parties under contract with the CITY.

1.3 Alamodome Video Wall System and Scoreboard means the electronic color video display screens, scoreboards, and message boards located in the interior of the Alamodome.

1.4 Assistant Director of Convention, Sports, and Entertainment Facilities means the Assistant Director of the Convention, Sports, and Entertainment Facilities or his/her designee.

1.5 Building License Payment shall mean the rental cost to LICENSEE for the use of the Alamodome for the Event.

1.6 Catered Event shall mean any event, assembly, function or similar gathering for which LICENSEE requests the CITY'S Licensed Caterer to provide Catering Services.

1.7 Catering Services shall mean the service of food and/or beverage (but excluding service in the Sports Club, concession services and restaurant operation) in the Alamodome and at outside areas on the Alamodome premises as first approved by the CITY in writing, where the selection, quantity, quality, location and/or presentation of food and beverage items to be offered for sale or service is determined by the LICENSEE.

1.8 CITY means San Antonio, a municipal corporation of the State of Texas.

1.9 Communication System/Services means audio, video and cablecast, and voice and data systems and other miscellaneous communication equipment on the Alamodome property. Alamodome Communications is the sole provider of Communication Services. The term "communication system" does not include the public address system or the sound system in the Alamodome, or the sideline communication system used by LICENSEE's and visiting team's football coaches, staff, and team members to communicate to one another during games.

1.10 Concessions shall mean the sale of food, beverages and souvenir or novelty items through concession points of sale, either fixed or portable, or through vendors "hawking" products to event attendees where the attendee pays the food or beverage server at the time of sale, unless such sales are (i) from cash bars where Catering Services are provided, or (ii) the LICENSEE subsidizes at least fifty percent (50%) of the costs of such food and beverage so that the attendee pays significantly below retail price, in the Executive Suites, Club Premises or on Club Level, except the South Club Eyebrow. The term "Concessions" does not include the sale of Licensee's novelty items as described in Paragraph 9.2.

1.11 Egress means the exit from the stadium of people attending the Event or moving out of an Event.

1.12 Event(s) means the UTSA home intercollegiate football games, public practices, and related activities during the term of this Agreement.

1.13 Event Days has the meaning ascribed to it in Paragraph 3.3.

1.14 Event Settlement Statement means a statement, to be transmitted by the CITY to the LICENSEE, setting forth the total License fee and additional services cost to be paid by the LICENSEE to the CITY under the terms of this agreement.

1.15 Facility Access Fee means a fifty cent (\$0.50) fee which shall be added to the price of each event ticket beyond any taxes or service charges assessed by LICENSEE or CITY'S ticket distributor, regardless of whether such ticket is sold at full value, or discounted, in accordance with authority granted by City Council Ordinance No. 78728 adopted on September 15, 1993.

1.16 Ingress means the entry of people having tickets or other valid authorization for entry into the stadium to attend the event, or the moving in of an event.

1.17 LICENSEE means The University of Texas at San Antonio (UTSA).

1.18 Renewal and Improvement Fee means a fifty cent (\$0.50) fee which shall be added to the price of each event ticket beyond any taxes or service charges assessed by LICENSEE or CITY'S ticket distributor, regardless of whether such ticket is sold at full value or discounted, in accordance with authority granted by City Council Ordinance No. 99744, adopted on September 16, 2004.

1.19 Required Services. Staffing services and other services that are reasonably required for operation of the Alamodome for each EVENT as more particularly described in Paragraph 2.3(a).

1.20 Scope of Event means the general activities and timelines required to complete each Event.

1.21 Student Tickets means those tickets provided to LICENSEE's enrolled students on the basis of the student's payment to LICENSEE of an athletic student service fee at the time of the student's enrollment. The payment by LICENSEE's enrolled students of such student service fee entitles those students to tickets for LICENSEE's intercollegiate athletic events.

1.22 Suites shall mean the private luxury suites located on the Club Level of the Alamodome.

1.23 Term means the period of this Agreement set forth in Article Three.

1.24 Ticket Sales means gross revenues derived from paid attendance to the Event during the Term of the Agreement less any applicable taxes.

1.25 Ticket Distribution Plan means the distribution and delivery of Event tickets as designated by the LICENSEE.

1.26 Ticketing Contractor means CITY's third-party contractor with the exclusive rights to sell and distribute tickets for all events held at the Alamodome.

1.27 Use Days means total number of days utilized by LICENSEE under the terms of this Agreement.

ARTICLE TWO

Scope

2.1 **Scope of Event.** The Events shall be the UTSA home intercollegiate football games and public practices and all related activities during the term of this Agreement, when approved in advance by City, which approval shall not be unreasonably withheld. LICENSEE agrees that all UTSA intercollegiate football home games played in San Antonio, Texas, will be played in the Alamodome, to the extent that the Alamodome is available on the necessary dates. On an annual basis or earlier if the information is available, prior to the Events, LICENSEE shall provide to CITY a complete Scope of the Events, which shall be subject to the aforementioned approval by CITY. It is understood by LICENSEE that any substantive changes to the Scope of Events must receive the prior written approval of the Alamodome General Manager.

2.2 **Scope of Use.** The following areas will be used for the purpose of the Events during the Term: the field area, all seating area, locker rooms, meeting rooms, Sports Club, Top of the Dome, South Club Eyebrow, North Plaza, and press box area. Set-up is the full stadium football field configuration.

2.3 **Scope of Services.**

(a) **Required Services.** For each Event, CITY will provide actual staffing services and other services that are reasonably required for operation of the Alamodome for each Event ("Required Services"). Such required services include: audio operators, bag checkers & entrance security screening, box office assistant manager (day of event), box office manager (day of event), box office services (advance and day of event), cleaning crew (pre/post Event), elevator operators, event coordinator, gate captains, housekeeping, in-house security, LED video system operating staff (day of event), parking attendants, PBX operator, ticket takers, ushers, video production staff, wardrobe attendant, chairs, in-house equipment, LED video system, medical services for patrons, and all utilities. The fees for the Required Services, as more particularly described in the Alamodome rate sheets attached and incorporated as **Exhibit 1** are included in the Building License Payment.

(b) **Optional Services.** Services that are available to LICENSEE at its option, include, but are not limited to, conversion (\$5,000 estimate), catering, insurance, medical services including ambulance for players, overnight security, riggers, scaffolding, spotlights and operators, stagehands, telecommunication systems and services, television production, LED Video Wall Production Staff, LED Video Ribbon Board Operating Staff to create graphics and production, t-shirt security, upper level banners, and other equipment, services, and staffing requested by LICENSEE. The fees for such optional services are listed on the Alamodome rate sheets in **Exhibit 1**, and are not included in the Building License

Fee. Should LICENSEE request any such optional services listed in this Paragraph, Licensee shall be responsible for reimbursement to CITY as set forth in Paragraph 4.1(b).

2.4 Changes in Scope. Should the LICENSEE elect to change the format of the Event from the collective uses outlined throughout this Agreement without prior Alamodome General Manager approval, the CITY, at its option, shall have the right to terminate this Agreement in accordance with terms of Article Twenty-Two.

ARTICLE THREE

Term

3.1 Term. The initial term ("**Initial Term**") of this Agreement will begin on the Effective Date and will expire on December 15, 2015, unless earlier terminated in accordance with the terms of this Agreement. Upon the expiration of the Initial Term, the parties may extend the term of this Agreement for two (2) additional one-year (1-year) renewal periods upon the mutual written agreement of CITY and LICENSEE ("**Extension Term**"). The Initial Term and the Extension Terms (if any) are collectively referred to as the "Term."

3.2 Use Days. Use Days are those days during the Term that an Event may be scheduled at the Alamodome in accordance with Paragraph 3.5. Use Days will occur only in the following period during the term:

August 1 through December 15.

3.3 Event Day(s). Event Days shall consist of the same dates and time as listed in Paragraph 3.2 "Use Days."

3.4 Ingress/Egress Periods. Ingress/Egress periods begin at 6:00 a.m. of any Use Day and end at 11:59 p.m. on any Use Day or, if an Event runs late, a reasonable amount of time after the conclusion of the Game.

3.5 Scheduling of Game Dates

(a) UTSA and Alamodome shall work together in scheduling the Events. Prior to contracting with an opponent, LICENSEE shall obtain written confirmation from the CITY that such date is available.

(b) After the proposed schedule for an Event has been determined, should a conflict arise where the CITY, solely for reasons outside of its reasonable control, requires the use of a weekend date that has been scheduled for an Event, the CITY will provide LICENSEE with at least ninety (90) days written notice, and LICENSEE and CITY will negotiate in good faith to reschedule LICENSEE'S use of the Alamodome to mitigate such conflict.

ARTICLE FOUR

Payment

4.1 Amount of Payment.

(a) **Building License Payment.** In consideration for the license to use the Alamodome as provided in this Agreement, **LICENSEE and CITY agree that the Building License Payment shall be paid as follows:**

- (1) Reimbursement to the CITY for actual staffing fees and other expenses incurred by CITY for providing the Required Services.
- (2) For each Event, payment to CITY of One Dollar (\$1) per ticket sold, not including Student Tickets, beginning with ticket number 20,001 and above.

(b) **Optional and Additional Services.** Licensee shall be responsible for reimbursement to CITY for actual staffing fees and other expenses incurred by CITY from the CITY's completion of any optional services as described in Section 2.3(b) and any additional services as described in Section 8.2.

(c) **Facility Access Fee.** **LICENSEE shall reimburse CITY the Facility Access Fee for each Event, which will be equal to the number of tickets sold for each Event (not including Student Tickets) multiplied by fifty cents (\$.50).** The Facility Access Fee shall be utilized by CITY to defray the cost of providing traffic safety and control for LICENSEE'S Event.

(d) **Renewal and Improvement Fee.** **LICENSEE shall reimburse CITY the Renewal and Improvement Fee for each Event, which will be equal to the number of tickets sold for each Event (not including Student Tickets) multiplied by fifty cents (\$.50).** The Renewal and Improvement Fee shall be utilized by the CITY to fund Alamodome facility improvements and operational and maintenance costs.

4.2 Time of Payments. LICENSEE shall pay to CITY the Building License Payment stipulated in Paragraph 4.1(a), any optional services stipulated in Paragraph 4.1(b), the Facility Access Fee stipulated in Paragraph 4.1(c), and the Renewal and Improvement Fee stipulated in 4.1(d) within thirty (30) days after completion of each Event, subject to Licensee's receipt of any supporting documentation reasonably requested by Licensee pertaining to said service costs and fees.

ARTICLE FIVE

Event Announcement, Ticketing, Suites and Credential Program

5.1 Event Announcement.

(a) **Marketing & Announcements.** Prior to the announcement of the Event to the public, the LICENSEE will advise the CITY through the Assistant Director of Convention, Sports, and Entertainment Facilities when and how the event will be announced to the public. City will not market, promote, nor advertise the Event without the prior written approval of LICENSEE. All Event marketing and promotional material, information, and announcements will be subject to LICENSEE'S written approval prior to promulgation.

(b) **University Marks.** CITY understands and acknowledges that The Board of Regents of The University of Texas System owns all rights to the name, logos, trademarks, and symbols of the LICENSEE ("**University Marks**"). Any use of University Marks by CITY must have prior written approval of LICENSEE, and any use of University Marks outside the delineated uses found in this Agreement must be pursuant to a license issued by the Strategic Marketing Affiliates ("SMA"), any successor to SMA identified by The University of Texas Office of Trademark Licensing ("OTL"), or a vendor properly licensed by SMA or approved in writing by OTL. In conjunction with this Agreement, CITY may use University Marks solely for the completion of its obligations and execution of rights granted herein, and only in accordance with the terms of this Agreement, including but not limited to, the prior written approvals set forth above. The parties acknowledge that once LICENSEE approves CITY's use of a University Mark in accordance with the terms of this Agreement, such approval shall be deemed granted throughout the term of the Agreement, provided that CITY's future use of the specific approved University Mark remains within the parameters of the original LICENSEE approval. LICENSEE acknowledges and agrees that CITY shall not be responsible for any non-performance, or any delay in performance, on the part of CITY caused by any failure or unreasonable delay in receiving approvals of University Marks as provided in this Section.

5.2 Ticketing.

(a) **Box Office & Distributor Sales.** LICENSEE and CITY will determine a mutually agreeable ticketing process that will grant (i) LICENSEE the exclusive right to provide Event season tickets through LICENSEE's on-campus Box Office; (ii) LICENSEE the right to provide Student Tickets and individual Event tickets through LICENSEE's on-campus box office; and (iii) CITY the right to provide both advance and day-of-the Event individual Event tickets through the CITY's Box Office. LICENSEE understands and acknowledges that its capability to provide Event season tickets, Student Tickets and individual Event tickets is dependent upon LICENSEE ensuring that its box office system is compatible with City's Box Office system and that it may only exercise the rights set forth in (i) and

(ii) above, so long as such actions do not conflict with CITY's exclusive agreement with a contractor to provide ticketing services at the Alamodome. LICENSEE understands and agrees that CITY may use CITY'S Box Office for printing, manifesting and distributing advance and day-of-the Event individual admission tickets for the Event through the City's Box Office system. LICENSEE must contact CITY's Box Office Manager prior to making any arrangements for Event ticket sales and services.

(b) Settlement. All Event ticket revenue acquired by the CITY through any means, including without limitation revenue received by the CITY Box Office or the Ticketing Contractor shall be remitted to LICENSEE within ten (10) business days following completion of each Event. CITY, through its designated Box Office Manager or Agent, shall provide to LICENSEE an accounting of all tickets, returns and receipts for each Event. The CITY's Box Office Manager or Agent shall provide LICENSEE with a notarized Box Office Statement, and produce for LICENSEE'S inspection all unsold tickets immediately following the Event. CITY shall have the right to make refunds of admissions where, in the sole discretion of the CITY, circumstances warrant it. Any such refunds made shall be considered as unsold tickets when making settlement of monies due to LICENSEE. CITY shall be responsible for any shortages in either ticket receipts or unsold tickets, except for shortages caused by negligence of ticket outlets not directly operated or controlled by CITY.

(c) Ticket Charges. **LICENSEE shall pay to CITY Twenty-Five Cents (\$.25) per ticket sold in person and by telephone through the CITY's Box Office. LICENSEE also shall pay to CITY three percent (3%) of the gross ticket sales (less taxes) paid by credit card through the CITY Box Office.** LICENSEE shall pay to CITY the fees stipulated in this Paragraph 5.2(c) within thirty (30) days after completion of each Event, subject to Licensee's receipt of any supporting documentation reasonably requested by Licensee pertaining to such amounts due.

(d) Limits. Admission tickets in excess of the seating capacity of the Alamodome, or which admit a larger number of persons to the Alamodome premises than can be safely seated and moved into the Alamodome premises shall not be sold, allowed, or caused to be sold or issued, and the decision of the Alamodome General Manager in this respect shall be final. CITY shall provide such capacity figures to LICENSEE prior to the sale of tickets for an Event.

(e) Date of Sale. CITY and LICENSEE agree to set a date when individual tickets for an Event will be offered to the public for the first time. No first day of ticket sales will be set on a date when another event is scheduled at the Alamodome, except by permission of the Alamodome General Manager.

5.3 Suites. **The Alamodome currently maintains and operates fifty-two (52) Suites. LICENSEE shall have the option to use the forty (40)**

Suites in the Alamodome (“Licensee Suites”) identified in the attached and incorporated Exhibit 2 for the duration of the UTSA Intercollegiate Football Games during the Term at no charge. CITY and LICENSEE agree that LICENSEE shall retain 100% of Suite revenue from Licensee Suites. CITY shall use two (2) of the remaining Suites, namely Suite numbers 233A and 233B, and LICENSEE agrees to furnish to CITY tickets to Events for those two (2) Suites at no cost to the CITY. All revenue from sales of the remaining Suites will be split fifty-fifty (50/50) between LICENSEE and CITY. Alamodome catering services are available in all suites through the Alamodome Catering Contract upon LICENSEE'S request. All arrangements for catering services and payment for those services will be between individual Suite occupants and the Alamodome Catering Contractor.

5.4 Credentials. LICENSEE, prior to distribution of Event admission credentials that provide certain rights to entry into an Event, shall present to the Alamodome General Manager, the LICENSEE'S Program for Event admission credentials, to include a hard copy of each credential type and any other pertinent details.

ARTICLE SIX

Utilities

6.1 Utilities. On all Use Days of the Term, the CITY shall furnish and have available at the Alamodome all utilities required for the efficient, safe, and legal use of the Alamodome to present the Event. Upon completion of the Event, CITY shall have the right to turn off the house lights and HVAC and switch to emergency lights only.

6.2 Utility Reimbursement. **The cost for Utilities is included in the Building License Payment.**

ARTICLE SEVEN

Parking

7.1 Parking. CITY reserves the right to operate and receive all income from parking operations for the Event.

7.2 LICENSEE Parking on Use Day. LICENSEE shall have the right to use, without charge to Licensee, two hundred (200) parking spaces in the Alamodome Parking Lot A during the Event. If additional parking passes are required, LICENSEE agrees to purchase from CITY such additional parking passes in Lots A, B, and C at the applicable rate set by City ordinance.

7.3 Public Parking on Event Days. The Alamodome parking lots will be

available for public parking on all Event days in accordance with CITY of San Antonio Code. The Alamodome does not allow in and out parking privileges.

ARTICLE EIGHT

Stadium Personnel and Services

8.1 Event Staffing.

(a) For each Event, CITY shall provide personnel reasonably necessary for the operation of the Alamodome for the Event as set forth in Paragraph 2.3 (a). CITY shall provide personnel as requested by LICENSEE as set forth in Paragraph 2.3 (b). The number and type of such personnel shall be mutually agreed upon at least thirty days (30) prior to the first Use Day of each year during the Term. The cost to the CITY for furnishing said personnel shall be reimbursed by LICENSEE as provided in Paragraphs 4.1(a), 4.1(b) and 4.2.

(b) San Antonio Police Officers and San Antonio Fire Marshals. **LICENSEE acknowledges that it shall be responsible for contracting with the City of San Antonio Police Department Off-Duty Employment Office for security services at each Event. LICENSEE also acknowledges that it shall be responsible for contracting with the City of San Antonio Fire Department to secure fire marshal services for the Alamodome premises at each Event. LICENSEE understands and acknowledges that it will be responsible for paying the costs of such services for each Event.** CITY shall assist LICENSEE by making the arrangements for such services, however, for purposes of the Fair Labor Standards Act (FLSA), CITY and LICENSEE shall at all times remain separate and independent employers. Therefore LICENSEE will be billed directly from the San Antonio Police Department Off Duty Employment Unit and the San Antonio Fire Department for the costs associated with employing police services and fire personnel for an Event. CITY will use reasonable efforts to coordinate with and provide to LICENSEE's Police Department any information regarding security concerns at an Event that involve students enrolled at The University of Texas at San Antonio.

8.2 Additional Services Requested by LICENSEE. Upon timely request of the LICENSEE and approval of the Alamodome General Manager, CITY shall provide reasonable additional services and/or supplies in support of the Event's activities. LICENSEE shall reimburse CITY for the actual cost incurred in providing such services and supplies as provided for in Section 4.1 (b). LICENSEE shall reimburse CITY for any such additional services within thirty (30) days after completion of the additional services, and LICENSEE'S receipt of any supporting documentation reasonably requested by LICENSEE.

8.3 LICENSEE Responsibilities. LICENSEE shall be solely responsible for providing Artistic Interpretation support personnel for the hearing

impaired, back stage security personnel, and electrical hook-up support personnel. CITY will provide to LICENSEE, at least thirty days (30) prior to the first Use Day of the Term, the CITY's required qualifications for any company or representative that provides these services in the Alamodome

ARTICLE NINE

Concession and Novelty Revenues

9.1 Concessions. The Alamodome Concessionaires reserve the right to operate and receive their percentages of the income from Concessions sold at the Events. Such concessions shall include, but not be limited to, the dispensing or sale of food and beverages, but shall not include Novelties (as defined below). CITY shall be entitled to receive its percentage of the income from Concessions provided for in its agreement with the Concessionaires.

9.2 Novelties. **At each Event, LICENSEE will have the exclusive right to sell souvenirs, novelties, and programs that directly relate to LICENSEE (the "Novelties") or the Event. LICENSEE shall retain all revenue from such sales.**

9.3 Concession Area. LICENSEE shall provide adequate space on the main stadium floor to CITY for the purpose of concession sales based on type of event (if applicable). Location of said space shall be mutually agreed upon by both LICENSEE and CITY. This section does not apply to the football field, or sideline and end zone areas in football related events.

9.4 Disputes. To the extent authorized by applicable law, LICENSEE agrees that The Assistant Director of Convention, Sports, and Entertainment Facilities shall be the arbiter in any dispute that may arise under this Article Nine.

ARTICLE TEN

Catering

10.1 Catered Events. LICENSEE and CITY agree to enforce and inform all participants including guests, parents, school faculty, sponsors, and volunteers that outside food and beverages, including ice chests, shall not be allowed inside or outside the Alamodome, nor shall they be delivered to the Alamodome on Event Days. This provision also applies to LICENSEE and all vendors hired by LICENSEE to provide services prior to each Event Day door opening and during Event Days in progress. LICENSEE acknowledges that CITY has previously granted exclusive catering and concessionaire licenses to the Alamodome caterer and concessionaires for the right to provide Catering Services and Concessions in the Alamodome. No other party shall be allowed to provide catering, concessions or delivery service inside or outside the Alamodome premises. LICENSEE shall use CITY'S designated caterer and

concessionaires in accordance with guidelines promulgated by CITY'S Alamodome General Manager. Food and beverage services, including water, are to be arranged through the CITY'S designated Caterer at LICENSEE'S expense.

10.2 Beverage Containers. CITY represents that beverages will not be sold in glass containers at any Event.

ARTICLE ELEVEN

Staging, Lighting, Sound

11.1 Staging. At LICENSEE'S option and expense, a standard 60' x 40' concert quality stage shall be made available for LICENSEE'S use during the Event. Also, at LICENSEE'S option and expense, 4x8 stage risers, at a cost of \$35 per riser section, shall be made available for LICENSEE'S use during the Event.

11.2 Staging Costs. If LICENSEE elects to use the stage, LICENSEE shall pay CITY for the costs associated with the use of said stage (\$2,500 per day), and other equipment as listed on attached equipment list (if applicable). LICENSEE, at its own expense and liability, shall be responsible for the construction, installation, and removal of any additional staging and all stagehand personnel required for the presentation of the Event. Installation and removal of such additional staging shall be coordinated with the Alamodome General Manager.

11.3 Sound Equipment. **The use of the sound equipment is included in the Building License Payment.**

11.4 Additional Lighting. LICENSEE, at its own expense and liability, shall be responsible for additional lighting that is not permanently installed in the Alamodome, which LICENSEE may desire or require for the presentation of the Event.

11.5 Emergency Lighting: CITY reserves the right to operate and control stadium lighting when deemed necessary (i.e. fire alarms, crowd emergency).

ARTICLE TWELVE

Alamodome Stadium Video Wall System and Scoreboard

12.1 LICENSEE Use. At the LICENSEE'S option and expense, the Alamodome Stadium Video Wall System and Scoreboard shall be made available for LICENSEE'S use during the Event.

12.2 LICENSEE Costs. The use of the Alamodome Video Wall System and

Scoreboard including the operating staff costs are included in the Building License Payment.

12.3 Video Rights. CITY, or its designee, shall have the right to videotape and take photographs of the Event. Videotape and photographs taken by CITY, or its designee, shall remain property of CITY and used for operational or facility promotional purposes only in accordance with the term of Paragraph 5.1(b).

ARTICLE THIRTEEN

Communications

13.1 LICENSEE Use. Upon LICENSEE'S request, the Alamodome Communication System/Services shall be made available through CITY for LICENSEE'S use during the Event. LICENSEE may not use any other communication system or services other than those provided by CITY. A list of the Communication System/Services is attached to this License Agreement.

13.2 LICENSEE Costs. If LICENSEE uses the Communication System/Services, LICENSEE shall pay to CITY the costs associated with the use of said communication system. It shall be LICENSEE'S responsibility to notify all subcontractors and third party vendors associated with Event that they will be billed in advance, from CITY, for the costs associated with the use of said communication systems. To the extent authorized by the Constitution and laws of the State of Texas, LICENSEE agrees that CITY shall hold LICENSEE responsible for any unpaid invoices from subcontractors and third-party vendors associated with the Events.

ARTICLE FOURTEEN

Damages, Risk and Security

14.1 Damages. If the Alamodome premises, or any portion thereof, including any of its fixtures, furniture or furnishings, during the term of this Agreement shall be damaged by the act, default or negligence of LICENSEE, or of LICENSEE'S agents, employees, subcontractors, vendors, patrons, guests, or any person admitted to the Alamodome premises by LICENSEE, LICENSEE will pay to CITY such sum as shall be reasonably necessary to restore the Alamodome premises to its previous condition. The Alamodome General Manager shall reasonably determine whether any damage has been done, the amount of the damage, the reasonable cost of repairing it, and whether, under the terms of this Agreement, LICENSEE is to be held responsible. CITY reserves the right to withhold from final settlement an amount sufficient to cover all or part of such damages. Should any such damage occur, CITY shall provide documentation, as reasonably requested by LICENSEE, that demonstrates the extent of the damage and the estimated costs of restoration or repair. CITY understands and acknowledges that

LICENSEE's authority to fully agree to the provisions of this Paragraph is limited to the extent authorized by the Constitution and laws of the State of Texas.

14.2 Risk and Security. LICENSEE assumes all risk of damage to its property and/or the loss by theft or otherwise, of any property of the LICENSEE, its employees, and/or its exhibitors, and no claim shall be made upon the CITY because of any such loss unless same is due to (i) the negligence of CITY or (ii) an intentional or willful tort committed by CITY as determined by a Court of Law. The LICENSEE shall be responsible for the provision of security during the term of this Agreement for any property brought onto the Alamodome grounds by the LICENSEE, its employees, and/or its purveyors.

ARTICLE FIFTEEN

Copyrighted Material

15.1 Copyrighted Usage. LICENSEE agrees to obtain all necessary licenses and take all other necessary steps to ensure that LICENSEE'S use of copyrighted materials in the Alamodome during the term of the LICENSEE'S Agreement complies with United States and any other applicable copyright law. CITY shall not be liable to any third party for LICENSEE's failure to comply with this Section.

ARTICLE SIXTEEN

Advertising

16.1 Rights. It is understood by LICENSEE that CITY is responsible for all permanent commercial advertising rights throughout the Alamodome premises to various advertisers for valuable consideration. To protect the advertising rights of CITY, only the following methods of promotion and commercial advertising by LICENSEE and any Event sponsors on the Alamodome premises shall be permitted:

(a) Display of products and services by exhibitors in connection with trade or consumer shows or business conventions;

(b) Advertising in Event programs, on Event tickets, or in other similar Event materials;

(c) If the Event is broadcast, the broadcast station can display one (1) temporary identification banner. If additional banners are to be displayed, a proposed display plan will be presented to the Alamodome General Manager for approval prior to the Event. The type, location, installation, and removal of banner(s) must receive prior CITY approval. The City's approvals as required in this Paragraph will not be unreasonably withheld. In any event, all temporary

advertising is subject to the non-alcoholic advertising restrictions below; and

(d) Temporary Event sponsor identification including banners, temporary panels, and other types of promotional items and displays and visual acknowledgment during the Event so long as such identification does not conflict with the terms of CITY's existing sponsorship or concession agreements or the CITY's advertising concessions program. CITY will provide to LICENSEE the applicable information related to CITY's sponsorship or concession agreements or programs to allow LICENSEE to comply with such terms. The type, content, location, installation, and removal of sponsor identification must receive prior approval from the Alamodome General Manager. Such approval will not be unreasonably withheld.

16.2 Exclusive Rights. Notwithstanding anything to the contrary set forth herein, CITY and LICENSEE agree that at all times during the Event, the non-alcoholic beverage advertisers of CITY (the "Advertisers") shall have the following exclusive rights:

(a) the exclusive rights to sell non-alcoholic beverages to the public at the Alamodome and all parking lots south of Montana Street, walkways, driveways and plaza areas included within the Alamodome complex; and

(b) the exclusive right to all non-alcoholic beverages advertising in any form placed in the Alamodome and all parking lots, walkways, driveways and plaza areas included within the Alamodome complex.

16.3 Exceptions. No exceptions to the above methods of promotion and commercial advertising shall be permitted during the Term without prior approval of CITY. To the extent authorized by the constitution and laws of the State of Texas, LICENSEE shall be responsible for communicating the terms of this Article to the Event sponsors and for full compliance with the restrictions stated herein.

16.4 Turf Sponsorship. CITY and LICENSEE agree that the LICENSEE shall have the right to sell NCAA approved turf sponsorship insignias at the 50-yard line and at the 25-yard line. All costs associated with construction of turf panels shall be at the expense of the LICENSEE. Final approval of turf sponsorship must be obtained from the Alamodome General Manager prior to any insignia being depicted onto the turf. Such approval will not be unreasonably withheld.

ARTICLE SEVENTEEN

LICENSEE Property

17.1 No Removal Policy. LICENSEE shall be responsible for removing from the Alamodome on or before 11:59 p.m. on the last Use Day of the

Event or, if later, a reasonable time after the conclusion of the Event during the Term, all property, goods, and effects belonging to the LICENSEE and its employees, or caused by it to be brought upon the Alamodome premises for the Event. If such property is not removed within the above-stated time, the CITY shall have the right to remove and/or store such property, goods, and effects at the LICENSEE'S expense. To the extent authorized by the constitution and laws of the State of Texas, LICENSEE assumes all risk of damage and/or loss, by theft or otherwise, to the property, goods, and effects of the LICENSEE and its employees, and exhibitors incurred during any removal and/or storage activities by the CITY.

ARTICLE EIGHTEEN

Restrictions

18.1 Restrictions. The following restrictions shall apply to the Event throughout the Term of this Agreement:

Specifically, the LICENSEE shall not be allowed the following:

- Any items that if released, will rise into the air without any external force being applied (e.g. helium inflated balloons);
- Live animals and insects unless properly and sanitarily kept and maintained in a cage; PROVIDED, no animals or insects that pose a potential threat to public safety and health will be allowed;
- Food and drink products that can be consumed on the Alamodome premises;
- Raffles or games of chance that do not meet the requirements of City of San Antonio Code;
- Distribution of flyers, pamphlets, handbills and any type of adhesive stickers on seating areas in the dome;
- Any other item that the City reasonably deems improper for display at the Event.

(a) The restriction concerning live animals does not include service animals designated to provide assistance to individuals with disabilities. Exceptions to the restriction concerning live animals may be granted by the Alamodome General Manager when the request is made in writing, at least thirty (30) days prior to the event, describing the activities of such animals.

(b) The restriction concerning food and drink products does not apply to team hydration and nutrition as customarily provided to team personnel on the sidelines..

(c) All Event exhibitors will be subject to inspection by licensed law enforcement officers throughout the Term of the Event relative to the display and sale of items. Proper records for verification of ownership and title to sell items by exhibitors must be available at all times for inspection by law enforcement officers.

(d) To the extent authorized by the constitution and laws of the State of Texas, LICENSEE shall be responsible for fully communicating the restrictions and inspection requirements outlined herein to all Event exhibitors and full compliance with restrictions stated herein.

ARTICLE NINETEEN

Broadcasting

19.1 Transmission via Communications System. All broadcasts of the Event shall be transmitted via the Communication System/Services. No other means of broadcast shall be allowed.

19.2 Broadcasting Rights. LICENSEE shall have and retain exclusive broadcast and reproduction rights incident to the presentation of the Event during and after the Term, including, but not limited to, radio and television rights and, in general, the rights to all items produced by whatever means or process now existing or hereafter developed for preserving, transmitting, and reproducing for hearing and/or viewing the Event presented in the Alamodome. The LICENSEE shall retain all proceeds from such broadcast and reproduction rights.

19.3 Broadcasting Facilities. With regard to said broadcast and reproduction rights, CITY shall cooperate with the LICENSEE and with the parties actually producing any such broadcasts and reproductions in all phases of the preparation, broadcasts and any production thereof. In connection with any such broadcast and reproduction activities, CITY shall provide access to the Alamodome and, at the LICENSEE'S cost, the necessary maintenance personnel and all necessary facilities and utilities at the request of the LICENSEE. LICENSEE shall be authorized to issue a reasonable number of credentials for admissions to the Alamodome for personnel engaged in such broadcasts and reproductions and the installation and removal of broadcast and reproduction equipment.

19.4 Restrictions on Transmission of Sound. Without the prior consent of the artist performing at the Event, CITY shall not permit the transmission of a live sound feed of the performance into restrooms, executive suites, concession areas or any other portion of the Alamodome.

LICENSEE shall be responsible for fully communicating the restrictions and inspection requirements outlined herein to all Event exhibitors and full compliance with restrictions stated herein.

ARTICLE TWENTY

INDEMNIFICATION

20.1 LICENSEE and CITY each acknowledge that each is an agency and institution of higher education of the State of Texas or a political subdivision of the State of Texas and that each is subject to and shall comply with the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practice and Remedies Code, Section 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

ARTICLE TWENTY-ONE

INSURANCE

21.1 LICENSEE and CITY each maintain a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

ARTICLE TWENTY-TWO

TERMINATION

22.1 In the event of a material failure by a party to this Agreement to perform in accordance with the terms of this Agreement, the other party may terminate this Agreement upon thirty (30) days' written notice of termination setting forth the nature of the material failure; provided that the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.

22.2 Loss of Funding. Performance by LICENSEE of its obligations under this Agreement may be dependent upon the appropriation and allotment of funds by the State of Texas. If funds that may legally be used to pay for LICENSEE's performance under such Section become unavailable to the extent LICENSEE will be precluded from fulfilling its obligations under this Agreement, then LICENSEE shall issue written notice thereof to CITY and LICENSEE may terminate its obligations under this Agreement without further duty or obligation hereunder.

ARTICLE TWENTY-THREE

MISCELLANEOUS

23.1 Powers of the CITY & State. Nothing contained in this Agreement

shall be considered to diminish the governmental or police powers of either the CITY or the State of Texas.

23.2 Right of Entry. Alamodome employees, officials and authorized LICENSEES and Tenants shall have the right at all times to enter upon the premises in the performance of their duties, and will be issued proper identification credentials, as needed, by the Alamodome/Convention, Sports, and Entertainment Facilities Director's Office, which the LICENSEE shall honor.

23.3 Removal of Persons. CITY reserves the right to eject or cause to be ejected from the Alamodome premises, any person or persons violating the rules or regulations of the Alamodome or any CITY, County, or State law; and neither the CITY nor any of its officers, agents, or employees shall be liable to the LICENSEE for any damages that may be sustained by the LICENSEE through the exercise by the CITY of such right.

23.4 Impossibility. CITY shall not be responsible for its failure to make the Alamodome available or to provide the facilities and services described herein nor shall LICENSEE be responsible for its failure to present the Event in the Alamodome where such performance is rendered impossible or impracticable due to strikes, walk-outs, acts of God, inability to obtain labor, materials, or services, government restrictions, enemy action, civil commotion, fire, unavoidable casualty, or similar causes beyond the control of the CITY.

23.5 Books, Records, and Inspections.

(a) LICENSEE Records. LICENSEE shall keep accurate books and accounts of the matters upon the basis of which payments specified in Paragraph 4 are to be computed and ascertained. Such books and records shall be open and available for inspection by the CITY upon the official request of the Alamodome General Manager, with 72 hours prior notice, during regular working hours between Monday and Friday, any time during the Term of the Agreement. All such books and records will be maintained by LICENSEE throughout the term of this Agreement and for a period of four (4) years after the expiration or earlier termination of this Agreement. At any time during the Initial Term or any Extension Term of this Agreement and for a period of four (4) years thereafter, CITY or a third party engaged by CITY will have the right to audit LICENSEE's records and books relevant to all services provided and payments made under this Agreement. CITY agrees to use its best efforts to keep the information acquired from the examination of such books and records confidential and that it will not disclose any of such information directly or indirectly or use such information for any purpose during the Term of the Agreement or any time thereafter except with respect to the disclosure of information concerning the amount of the use payments made to the CITY pursuant to Paragraph 4.1, and except with respect to the disclosure of information which is required by the laws of the State of Texas, pursuant to the Texas Public Information Act, Texas Government Code Chapter 552. LICENSEE shall comply at all times with the Texas Public Information

Act and any records of this Event deemed to be public information under said Act, and not excepted or exempted from disclosure, shall be made available to CITY upon request in accordance with the Act.

(b) CITY Records. CITY shall keep accurate books and accounts of the matters upon the basis of which payments are due to LICENSEE under this Agreement. Such books and records shall be open and available for inspection by LICENSEE upon the official request with 72 hours prior notice, during regular working hours between Monday and Friday, any time during the Term of the Agreement. All such books and records will be maintained by CITY throughout the term of this Agreement and for a period of four (4) years after the expiration or earlier termination of this Agreement. At any time during the Initial Term or any Extension Term of this Agreement and for a period of four (4) years thereafter, University or a duly authorized audit representative of University, The University of Texas System, or the State of Texas, at its expense, will have the right to audit CITY's records and books relevant to all services provided under this Agreement. LICENSEE agrees to use its best efforts to keep the information acquired from the examination of such books and records confidential and that it will not disclose any of such information directly or indirectly or use such information for any purpose during the Term of the Agreement or any time thereafter except with respect to the disclosure of information concerning the amount of the use payments made to the CITY pursuant to Paragraph 4.1, and except with respect to the disclosure of information which is required by the laws of the State of Texas, pursuant to the Texas Public Information Act, Texas Government Code Chapter 552. CITY shall comply at all times with the Texas Public Information Act and any records of this Event deemed to be public information under said Act, and not excepted or exempted from disclosure, shall be made available to LICENSEE upon request in accordance with the Act.

23.6 Notices. Any notice or communication hereunder shall be in writing, and may be given by registered or certified mail. If given by registered or certified mail, the notice or communication shall be deemed to have been given and received when deposited in the United States Mail, properly addressed, with postage prepaid. If given otherwise than by registered or certified mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices or communications shall be given to the parties hereto at their following addresses:

If to the Licensee:

Lynn Hickey
Director of Intercollegiate Athletics
The University of Texas at San Antonio
One UTSA Circle
San Antonio, TX 78249-1644
(210) 458-4444 office

With a copy to:

Pamela S. Bacon
Associate Vice President for Administration
The University of Texas at San Antonio
One UTSA Circle
San Antonio, TX 78249-1644
(210) 458-6551

If to the City:

James G. Mery
Assistant Director Convention, Sports, & Entertainment Facilities
100 Montana Street
San Antonio, TX 78203
(210) 207-3663

With a copy to:

City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, TX 78283-3966

Either party hereto may, at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice or communication shall be given.

23.7 Nondiscrimination. Both parties agree to comply with all applicable Federal, State, and County laws regarding nondiscrimination, and specifically agree not to discriminate against any employee or applicant for employment because of age, race, color, religion, creed, sex, national origin, marital status or the presence of any sensory, mental, or physical handicap.

23.8 Taxes. LICENSEE agrees to pay on a current basis all taxes or assessments, if applicable, levied on its activities and property; PROVIDED, however, that nothing contained herein shall modify the right of the LICENSEE to contest any such tax, and LICENSEE shall not be deemed to be in default as long as it shall, in good faith, be contesting the validity or amount of any such taxes.

23.9 Non-Waivers. Neither the waiver by either party to this Agreement nor any breach of any agreement, covenant, condition, or provision thereof, nor the failure of either party to seek redress for violation of, or to insist upon strict performance of, any such agreement, covenant, condition, or provision, shall be considered to be a waiver of any such agreement, covenant, condition, or provision or of any subsequent breach thereof. No provision of this Agreement may be waived except by written agreement of the party to be charged.

23.10 Texas Law Controlling: Where Actions Brought. This Agreement shall be deemed to be, and is, made in and shall be in accordance with the laws of the State of Texas, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement shall be brought in Bexar County, City of San Antonio, Texas.

23.11 Paragraph Headings. The paragraph headings contained herein are only for convenience and reference and are not intended to be a part of this Agreement or in any manner to define, limit, or describe the scope or intent of this Agreement or the particular, paragraphs to which they refer.

23.12 Entire Agreement. This Agreement and any attachments hereto constitute the entire Agreement between the CITY and the LICENSEE and may not be altered, amended, or modified except by an instrument in writing signed by the parties hereto with the same formality as this Agreement.

23.13 No Partnership. Nothing contained herein shall make, or be deemed to make, the CITY and LICENSEE a partner of one another, and this Agreement shall not be construed as creating a partnership or joint venture, but only the relationship of licensor and licensee.

23.14 Singular and Plural. Wherever the context shall so require, the singular shall include the plural and plural shall include the singular.

23.15 Alamodome Tours. CITY shall not conduct or permit tours of the Alamodome on the day of the Event without prior consent of the LICENSEE, except that where the CITY has contracted with a person or persons for a non-public group tour prior to the execution of this contract. Said tour will be permitted in those areas of the Alamodome mutually agreeable to the CITY and LICENSEE.

23.16 Permits and Licenses. It is understood and agreed that the LICENSEE is responsible for obtaining all permits and licenses necessary for completing its obligations under this Agreement.

23.17 Compliance with Applicable Law.

(a) Compliance by CITY and LICENSEE. Both parties, in

completion of their obligations under this Agreement, shall be responsible for compliance with all applicable laws, statutes, codes, and regulations, including without limitation those relating to providing a safe working environment to employees and, specifically, the requirements of the Texas Industrial Safety and Health Act (TISHA), and the Americans with Disabilities Act (ADA).

(b) Assistive Listening Devices. CITY shall make available, at no cost to LICENSEE, a Telflex AAR-1 Assistive Listening System, consisting of a transmitter and wireless receivers for use during the events. LICENSEE in compliance with the provisions of the ADA, shall:

(i) Utilize the provided system or supply one of its own;

(ii) Advertise the availability of the assistive listening devices through the use of on-site signs, brochures and/or distributed promotional materials; and

(iii) Maintain an audio feed to the system. CITY is responsible for the proper storage, collection and prompt return of the loaned devices at the end of the Event.

23.18 LICENSEE shall require that all of its subcontractors and vendors performing services pursuant to this Agreement comply fully with the terms and conditions of this Agreement.

23.19 Severability. If any term(s) or provision(s) of this AGREEMENT or the application of any term(s) or provision(s) of this AGREEMENT to a particular situation, is (are) held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this AGREEMENT, or the application of such term(s) or provision(s) of this AGREEMENT to other situations, will remain in full force and effect unless amended or modified by mutual consent of the parties; provided that, if the invalidation, voiding or unenforceability would deprive either the CITY or LICENSEE of material benefits derived from this AGREEMENT, or make performance under this AGREEMENT unreasonably difficult, then the CITY and LICENSEE will meet and confer and will make good faith efforts to amend or modify this AGREEMENT in a manner that is mutually acceptable to the CITY and LICENSEE.

23.20 Assignments. LICENSEE shall not assign or transfer LICENSEE'S interest in this AGREEMENT without the written consent of the Assistant Director of the Alamodome/Convention, Sports, and Entertainment Facilities. Any attempt to transfer, pledge or other assignment shall be void ab initio and shall confer no rights upon any third person or party.

23.21 Attachments. Each of the Exhibits affixed to this Agreement is an essential part of the Agreement and governs the rights and duties of the parties. Each Exhibit shall be incorporated herein for all purposes.

23.22 Boldface Terms. All terms and words in this License Agreement that are in "boldface" script control over and in lieu of all other inconsistent terms and words in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF SAN ANTONIO

**THE UNIVERSITY OF TEXAS
AT SAN ANTONIO**

By: _____
Sheryl Sculley
City Manager

By: _____
Pamela S. Bacon
Associate Vice President for
Administration

ATTEST:

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT 1
ALAMODOME RATE SHEET

EXHIBIT 2
LICENSEE SUITES

1. SUITES ON HOME SIDE OF FIELD

Suite Number	Number of Seats in Suite
207 A	16
208 A	16
208 B	16
209 A	16
209 B	16
210 A	16
210 B	16
214 A	16
214 B	16
215 A	16
215 B	16
216 A	16
216 B	16
217 B	16

2. SUITES ON VISITOR SIDE OF FIELD

Suite Number	Number of Seats in Suite
239 B	16
238 A	16
238 B	16
237 A	16
237 B	16
236 A	16
236 B	16
235 A	16
235 B	16
234 A	12
234 B	12
232 A	16
232 B	16
231 A	16
231 B	16
230 A	16
230 B	16
229 A	16
229 B	15

3. SUITES IN END ZONE

Suite Number	Number of Seats in Suite
204 B	16
242 A	16
203 A	16
203 B	16
202 A	16
243 A	16
243 B	16